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PROBATION SERVICE

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1980-1981 Mercer County Probation Officers  
Collective Agreement

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Mercer County, Judges  
of the Court and  
Local 102, I.B.T.  
(Probation Officers)

Article I - Agreement

This agreement is entered into this seventeenth day of October, 1980 by and between the Assignment Judge representing the Superior Court Judges of Mercer County, New Jersey, (hereinafter referred to as the "Judges") and the Internal Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 102 (hereinafter referred to as the "Union").

Article II - Recognition

The Judges hereby recognize the Union pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Mercer County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relative to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et. seq.

Article III - Salaries

Section 1

Retroactive to January 1, 1980, the Probation Officers and Senior Probation Officer salary ranges shall be established as follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$ 11,500	\$ 13,000
Maximum	16,174	19,583

Section 2

Retroactive to January 1, 1980, each probation officer in the department at least six months as of December 31, 1979, shall receive a salary adjustment of 6.5% on his/her December 31, 1979 base salary; however, no probation officer may receive more than the stipulated maximum of the appropriate salary range.

Section 3

Retroactive to January 1, 1980, each probation officer who is not receiving the maximum salary for his/her appropriate range shall receive an additional salary adjustment of \$400 if the probation officer has served in the probation department for at least six months as of December 31, 1979. Each probation officer who has not satisfactorily completed six months of service as of December 31, 1979, shall receive the new minimum salary plus \$200.

Section 4

Effective January 1, 1981, the Probation Officer and Senior Probation Officer salary ranges shall be established as

follows:

	<u>Probation Officer</u>	<u>Senior Probation Officer</u>
Minimum	\$ 12,000	\$ 13,500
Maximum	17,225	20,856

#### Section 5

Effective January 1, 1981, each probation officer in the department at least six months as of December 31, 1980, shall receive a salary adjustment of 6.5% on his/her December 31, 1980 base salary; however, no probation officer may receive more than the stipulated maximum of the appropriate salary range.

#### Section 6

Effective January 1, 1981, each probation officer who is not receiving the maximum salary for his/her appropriate range shall receive an additional salary adjustment of \$450 if the probation officer has served in the probation department for at least six months as of December 31, 1980. Each probation officer who has not satisfactorily completed six months of service as of December 31, 1980, shall receive the new minimum salary plus \$225.

### Article IV - Automobiles

#### Section 1

Effective January 1, 1980, as authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the rate of 19¢ per mile. Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer. Probation officers will not be reimbursed for mileage incurred during travel between the probation office and their place of residence. When business travel is in conjunction with such commutation, reimbursement will be made only for mileage in excess of normal commutator mileage.

#### Section 2

Probation officers authorized to use private vehicles on probation department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of \$100,000 for each person and \$300,000 for each occurrence and property damage in the amount of \$25,000 for each occurrence. Possession of such coverage and costs shall be verified by submission of satisfactory proof to the Chief Probation Officer. Each officer who is directed to use his/her automobile in the course of performance of his/her duties shall receive the cost of his/her automobile physical damage insurance coverage (liability, comprehensive and collision)

for the automobile used for business purposes less whatever the same physical damage insurance would cost for non-business purposes. In the event a probation officer desires higher limits of coverage, the officer will have to pay the excess premium.

Reimbursement by the county will be upon presentation of a statement from the insurance company or broker setting forth the costs involved upon renewal of an officer's policy.

### Section 3

If a probation officer's personal automobile is damaged while being used in connection with his/her official duties, (not including commuting between home and office) and recovery for such damage is reduced by a deductible provision in his/her insurance policy covering collision, then the county shall reimburse the officer in an amount equal to 1/2 of the deductible amount. Such reimbursement will be made upon presentation of a copy of the insurance company settlement statement and proof that the automobile was being used for official business, as indicated above, at the time the accident occurred.

### Section 1

The amount of reimbursement in Section 1 of this Article may be subject to re-negotiation, during the second year of this Agreement.

## Article V - Parking

In accordance with the provisions of N.J.S.A. 2A:168-8, probation officers assigned to the Broad and Front Street office (130 East Front Street) who use their private automobiles in the performance of their field duties shall be reimbursed for parking privileges at the garage above and adjacent to the Broad and Front Street office. Reimbursement will be made upon presentation of a receipt setting forth the costs of renting such space.

## Article VI - Meal Allowance

### Section 1

Probation officers who are required to remain on duty to receive reports of probationers through the supper hour of 6:00 P.M. shall be paid a supper allowance of up to \$6.50. Reimbursement shall

be made by voucher in accordance with the provisions of N.J.S.A. 2A:168-8.

## Section 2

Probation officers, while in attendance at meetings, conferences and training courses in other counties and states, and when 35 miles or more away from the Mercer County Court House on official business during the normal meal hours set forth below, when approved by the Chief Probation Officer, shall be entitled to a meal allowance of \$2.00 for breakfast; \$3.00 for lunch; and \$6.50 for supper.

The normal meal hours are as follows:

Breakfast:	7:00 A.M. to 8:00 A.M.
Lunch:	12 Noon to 1:00 P.M.
Supper:	6:00 P.M. to 7:00 P.M.

All reimbursements for meals covered under this agreement shall be made only upon presentation of a valid receipt for the expenses incurred, as provided in N.J.S.A. 2A:168-8.

## Article VII - Educational Awards

### Section 1

Effective January 1, 1980, probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$550. The decision of the Judges shall be final and not subject to further appeal. This award shall be prorated to the end of the calendar year in which the degree was attained provided there is submitted evidence of such attainment to the Chief Probation Officer. Effective January 1, 1981, this award shall be raised to \$600.

## Article VIII - Longevity

Probation officers shall receive longevity benefits as are awarded to Mercer County employees generally.

## Article IX - Vacation and Other Leave Credits

### Section 1

Pursuant to R. 1:30-5(b), probation officers of the Mercer County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county.

## Section 2

The principle of seniority shall govern in the selection and scheduling of vacation periods, provided that adherence to such a practice does not disrupt the normal operations of the probation department.

## Section 3

Officers who become ill while on vacation shall be permitted to substitute accrued sick leave credits for accrued vacation credits during such illness, provided the Chief Probation Officer or his designated representative is promptly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein.

## Section 4

Officers who exhaust their accrued sick leave credits during any illness, may request and shall be permitted to convert and use accrued vacation credits during the continuation of that illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the officer to substitute such credits as described herein.

# Article X - Holidays

## Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st . . . . .	New Year's Day
January 15th . . . . .	Martin Luther King's Birthday
February 12th . . . . .	Lincoln's Birthday
3rd Monday in February . . . . .	Washington's Birthday
Last Monday in May . . . . .	Memorial Day
July 4th . . . . .	Independence Day
1st Monday in September . . . . .	Labor Day
2nd Monday in October . . . . .	Columbus Day
November 11th . . . . .	Armistice or Veteran's Day
4th Thursday in November . . . . .	Thanksgiving Day
December 25th . . . . .	Christmas Day
General Election and Good Friday.	

## Section 2

If any probation officer is required to work a legal holiday or other day off granted by the judiciary, the officer shall be granted an equivalent amount of time off.

## Article XI - Health and Welfare Benefits

Probation officers shall continue to be provided with health and welfare benefits presently granted to Mercer County employees generally. The benefits include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical insurance plan, a prescription drug plan and a dental plan. If during the term of this agreement the County grants to its employees generally any additional health and welfare benefits, such as an optical, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

## Article XII - Residence

Probation officers may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the probation department.

## Article XIII - Meetings

The Chief Probation Officer, as the representative of the Judges, and the representative of the Union shall meet occasionally upon request of either party, to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

## Article XIV - Provisional Appointments

In case an officer receives a provisional appointment by the Judges to serve for an extended or indefinite period in a position higher than his/her permanent civil service rank, he/she shall be entitled to and receive the established salary for the position during the period such appointment is in effect.

## Article XV - Conference Attendance

Within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A:168-8, probation officers may attend approved meetings, seminars and conferences on corrections, social work and related disciplines, for which their traveling and maintenance expenses shall be paid out of the county treasury.

## Article XVI - Union Business

### Section 1

The Union shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated as Union stewards for the purpose of handling grievances. One officer shall be the primary representative with the second officer acting as assistant and/or alternative representative.

## Section 2

Time off with pay shall be provided for official representatives of the Union, not to exceed two employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S.A. 38:23-2, and is not in excess of five days in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

## Article XVII - Personnel Files

Each officer shall have access to his/her own personnel file during reasonable working hours upon notification to the Chief Probation Officer. After initial review, all documents contained in such files shall be sequentially numbered. An officer will be permitted to copy a reasonable number of individual documents.

## Article XVIII - Representational Fee

The parties agree to meet and discuss the subject of a representational fee as authorized by Chapter 477 Public Laws of 1979 during a reasonable period of time after the effective date of the Act, July 1, 1980. In making such agreement, the Judge is not recognizing the representational fee as a negotiable item at this time.

## Article XIX - Suspension

Subject to the limitations of Civil Service Rule 4:1-16.7, no suspension may be given to a probation officer without a formal hearing with the Chief Probation Officer in which charges are specified. The determination of such a hearing shall be subject to Steps 1, 2, 3(a) and (b) of the grievance procedure.

## Article XX - Management Rights

### Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Judges of the County and Management hereby reserve and retain unto themselves all the powers, rights, authority, duties and responsibilities conferred upon and vested in them by law prior to the signing of this agreement. Among the rights which Management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the probation department;



2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Chief Probation Officer.

## Section 2

The parties to this agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. The parties recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of the aforementioned parties as they exercise their lawful rights.

## Section 3

The Judges and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

## Section 4

Nothing contained in this agreement shall operate to restrict the Judges and Management in the exercise of their rights, responsibilities and authority pursuant to the laws of this state or of the United States.

## Article XXI - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, the

parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

- Step 1 - The grievance shall first be taken to the officer's immediate supervisor, e.g., the Principal Probation Officer II, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;
- Step 2 - If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. The time limit in this step may be extended by mutual consent;
- Step 3 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following two options for a final determination of the grievance:
- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or,
  - (b) He may appeal to the Assignment Judge in which case the decision of the Judge shall be final and binding and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representative who is not an employee of the courts to hear and make recommendations to them for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Union designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public

employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

#### Article XXII - Dues Deduction

Upon written authorization, in conformance with the provisions of N.J.S.A. 52:14-15.9(e), from any officer who is covered by this Agreement, the County has agreed to deduct from his pay each calendar month the Union dues, as fixed by the Union, which dues shall after deduction be remitted to Ben Merker, Secretary-Treasurer, Teamsters Local 102, Box 318, Rockaway, New Jersey. Such practice shall continue during the life of this contract provided the agreement between the Superior Court Judges and the county official remains in effect.

#### Article XXIII - Savings Clause

Should any article, section, or provision of this Agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this Agreement shall remain, nonetheless, in full force and effect.

#### Article XXIV - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by mutual consent and upon the happening of some unforeseen event.

#### Article XXV - Duration of Contract

##### Section 1

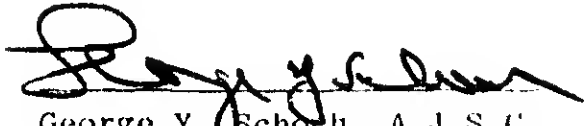
The provisions of this Agreement shall be retroactive to January 1, 1980 and shall remain in full force and effect until December 31, 1981. By mutual concurrence of the parties, they may be continued for an additional time period.

##### Section 2

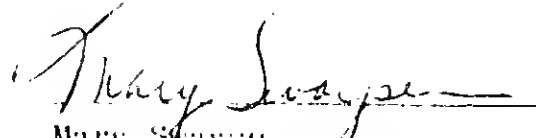
A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to December 31, 1981.

In witness of this Agreement, the parties to it have  
affixed their signatures this 17th day of Oct, 1980.

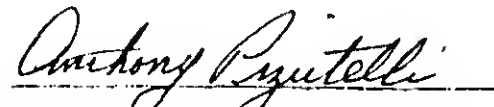
FOR THE JUDGES

  
George Y. Schoch, A.J.S.C.

FOR THE UNION

  
Mary Swayne

  
Frank Middleton

  
Anthony Pizutelli,  
Recording Secretary